

EMPLOYMENT AGREEMENT

X 1982 - 83
1983 - 84

Between: the Independence Education Association
and the Independence Township Board of
Education in (Warren County) [Employer]

Independence Township Board of Education
RR 1 Box 3
Great Meadows, N.J. 07838

ARTICLE I

Recognition

The Independence Township Board of Education recognizes the Independence Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel and building custodians whether under contract, on leave, on a per diem basis, employed or to be employed,

including: teachers
nurse
librarian
building custodians

but excluding: principal
assistant principal
Child Study Team

ARTICLE II

Grievance Procedure

A. Definition

1. A "grievance" shall mean a complaint by an employee that
 - (a) there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or that
 - (b) he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice as outlined in the teachers' manual.
2. However, the term "grievance" shall not apply to any matter which
 - (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or
 - (b) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone,
 - (c) a complaint of a non-tenure teacher which arises by reasons of his not being re-employed, or
 - (d) a complaint by any certificated person occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
3. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

B. Purpose

1. The purpose of this grievance procedure is to secure at the lowest level possible, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits, may however, be extended or reduced by mutual agreement.
2. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the teacher should have known of its occurrence. If the grievance is not filed within this thirty (30) day limit, the grievance is deemed waived. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement.
3. Level One
Any professional employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter at that level.
4. Level Two
If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract allegedly violated. The principal shall communicate his decision to the employee in writing within ten (10) school days after receiving the written grievance.

5. Level Three

If the grievance is not settled after reaching the principal, the matter may be referred to the Professional Relations Committee of the Independence Education Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) days. If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Administrative Principal and to the Board of Education.

6. Level Four

If the Professional Relations Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a committee thereof, shall review the grievance and, if the Board deems necessary, hold a hearing with the employee and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or within thirty (30) calendar days of the hearing with the employee, whichever comes later. The decision of the Board shall become its final determination and shall be reviewable only as provided by law or pertinent to Step 7 of this article.

7. Level Five

- a. Only if the grievance pertains to an alleged misinterpretation or alleged misapplication of all or any part of this contracted agreement as specified in Article II, Section A, Paragraph 1, (a) and if the Association is not satisfied with the disposition of the grievance at Level 4, the Association may submit its grievance to arbitration.
- b. Within ten (10) school days after written notice to the Board of intent to submit said grievance to arbitration, the Board and the Association shall request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrators decision shall be in writing and shall be submitted to the Board and the Association, and shall be final on both parties.

- d. The cost of the arbitrator shall be shared equally by the Board and the Association.
8. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this article.

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION
1982-83 Salary Guide

STEP	NON-DEGREE	B.S.	B.S. +15	B.S. +30	MASTERS	MASTERS +15	MASTERS +30	DOCTORATE
1.	10,202	11,417	11,681	12,218	12,933	13,535	13,735	14,035
2.	10,808	12,020	12,383	12,929	13,479	13,836	14,040	14,340
3.	11,414	12,625	12,989	13,534	14,140	14,442	14,645	14,945
4.	12,020	13,231	13,595	14,140	14,745	15,048	15,250	15,550
5.	12,625	13,837	14,200	14,745	15,350	15,653	15,855	16,155
6.	13,231	14,442	14,806	15,350	15,956	16,258	16,460	16,760
7.	13,837	15,048	15,411	15,956	16,562	16,864	17,064	17,364
8.	14,442	15,653	16,017	16,562	17,167	17,470	17,670	17,970
9.	15,048	16,259	16,622	17,167	17,773	18,075	18,275	18,575
10.	15,653	16,864	17,228	17,773	18,379	18,681	18,880	19,180
11.	16,259	17,470	17,833	18,379	18,984	19,286	19,485	19,785
12.	16,864	18,075	18,438	18,984	19,590	19,892	20,090	20,390
13.	17,470	18,681	19,044	19,590	20,195	20,497	20,697	20,997
14.	18,196	19,408	19,771	20,315	20,921	21,225	21,423	21,723
15.	18,923	20,133	20,497	21,402	21,648	21,950	22,149	22,449
16.	20,485	21,680	22,038	22,575	23,172	23,474	23,674	23,974

A teacher at the 16th step on the above guide with a minimum of 20 years service in education shall receive the following for longevity:

- 20-24 years service in education add \$500 to the 16th step
- 25-29 years service in education add \$750 to the 16th step
- 30-34 years service in education add \$1000 to the 16th step
- 35 years or more service in education add \$1250 to the 16th step

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION
1983-84 SALARY GUIDE

TEP	NON-DEGREE	B.S.	B.S. +15	B.S. +30	MASTERS	MASTERS +15	MASTERS +30	DOCTORATE
1.	11,429	12,644	12,908	13,445	14,160	14,762	14,962	15,262
2.	11,929	13,144	13,408	13,945	14,660	15,262	15,462	15,762
3.	12,535	13,747	14,110	14,656	15,206	15,563	15,767	16,067
4.	13,141	14,352	14,716	15,261	15,867	16,169	16,372	16,672
5.	13,747	14,958	15,322	15,867	16,472	16,775	16,977	17,277
6.	14,352	15,564	15,927	16,472	17,077	17,380	17,582	17,882
7.	14,958	16,169	16,533	17,077	17,683	17,985	18,187	18,487
8.	15,564	16,775	17,138	17,683	18,289	18,591	18,791	19,091
9.	16,169	17,380	17,744	18,289	18,894	19,197	19,397	19,697
0.	16,775	17,986	18,349	18,894	19,500	19,802	20,002	20,302
1.	17,380	18,591	18,955	19,500	20,106	20,408	20,607	20,907
2.	17,986	19,197	19,560	20,106	20,711	21,013	21,212	21,512
3.	18,591	19,802	20,165	20,711	21,317	21,619	21,817	22,117
4.	19,197	20,408	20,771	21,317	21,922	22,224	22,424	22,724
5.	19,923	21,135	21,498	23,042	22,648	22,952	23,150	23,450
6.	22,212	23,407	23,765	24,302	24,899	25,201	25,401	25,701

A teacher at the 16th step on the above guide with a minimum of 20 years service in education shall receive the following for longevity:

- 20-24 years service in education add \$500 to the 16th step
- 25-29 years service in education add \$750 to the 16th step
- 30-34 years service in education add \$1000 to the 16th step
- 35 years or more service in education add \$1250 to the 16th step

Section B - Custodial Staff Salary Guide

1. The base salary for school year 1982-83 for the following named employees shall be:

Stephen Ozyjowski	\$18,797 + \$500 longevity + \$500 head custodian = \$19,797
Joseph Gentile	\$11,447
Arthur Pflugfelder	\$ 9,855

2. An employee designated by the Board to do light maintenance on school buses shall be compensated at the rate of \$600 per contract year.

Section C - Extra Curricular Activities

If the Board determines that a specific sports program is to be implemented in the District the positions of head coach, assistant coaches, and coach, if appointed, will be compensated according to the following schedule:

<u>SPORTS PROGRAM</u>	<u>HEAD COACH</u>	<u>ASSISTANT COACH</u>
Baseball (Boys) ..	\$500.00	\$400.00
Baseball (Girls)	\$500.00	\$400.00
Basketball (Boys)	\$500.00	\$400.00
Basketball (Girls)	\$500.00	\$400.00
Soccer	\$500.00	\$400.00
Gymnastics	\$500.00	\$400.00
	<u>COACH</u>	
Cheerleading (Boys)	\$200.00	
Cheerleading (Girls)	\$200.00	

ARTICLE IV

Salary Guide Provisions

Section A - Professional

The Board and the Association agree to the established policies I through II as listed below:

1. The salary and placement on the salary guide for the first year of employment in Independence Township is negotiable between the Board and the employee. Up to 4 years of military experience shall be credited.
2. The guide applies to all full-time certificated personnel except those holding emergency certificates.
3. Graduate credits shall be those credits earned after the awarding of the highest degree held. The credits must also be classified by the college or university when earned as being in the graduate category. All credits not meeting the last mentioned requirements must be approved by the Chief School Administrator for the district and/or the Board of Education.
4. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in a field pertaining to the occupational role held by the individual in our school system.
5. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing prior to November 1 of the school year previous to its being granted.
6. At the time of initial employment, if any one past experience year is not a full year, it will be counted as a full year if the total number of months worked in the year equals five or more.
7. Past experience credit will not be given for substitute teaching unless it was on a contract basis for five or more months.
8. Teachers employed on a ten (10) month contract shall be paid in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th day of the month employed. When the 15th or 30th of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.
9. Teachers may individually elect to have a set amount of their monthly salary deducted from their pay check and forwarded to Tri-County Teachers Credit Union, Morristown, New Jersey.

Article IV (continued)

10. A teacher having served at least 25 years as a member of the certified or professional staff of Independence Township, shall, upon notification of intent to retire from the teaching profession by way of the New Jersey Teachers Pension and Annuity Fund, receive a final year additional grant of \$500. Notification of intent to retire shall be in the form of a letter of resignation with the retirement becoming effective on or before the 30th day of June following.
11. Upon retirement from the teaching profession by way of the New Jersey Teachers Pension and Annuity a certificated professional employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. The compensation shall be paid at a rate of ten dollars (\$10.00) per unused day. To qualify for this benefit the employee must submit written notification of the intent to retire, to the chief school administrator for the district on or before December 1 of the school year previous to the school year of retirement.

Section B - Custodial Staff

1. An employee new to Independence Township shall be initially employed for a sixty (60) day probationary period.
2. The initial salary for the first year of employment shall be negotiable between the Board and the employee.
3. A "Head Custodian" as defined in Board Policy shall be compensated at a rate of \$500 added to the base salary.
4. Custodial longevity in the employ of the Board only, shall be rewarded at the following rate:
 - Beginning the 20th year - add \$300 to base
 - Beginning the 25th year - add \$400 to base
 - Beginning the 30th year - add \$500 to base
 - Beginning the 35th year - add \$600 to baseAll creditable service must be in Independence Township.
5. The Board agrees to pay tuition costs for obtaining a Black Seal Boiler License and the fee for annual renewal when the employee is required to possess this type of license. Upon the acquisition of a Black Seal license, when required, the employee shall receive an additional compensation of \$500 which shall, from that time, be considered a part of the employee's base salary.
6. Custodial and maintenance personnel employed on a twelve (12) month contract shall be paid in twenty-four (24) semi-monthly installment; the installments to be paid on the 15th and 30th day of the month. When the 15th or 30th day of the month falls on a school holiday or weekend, payment shall be made on the last previous school day.

Article IV (continued)

7. Upon retirement from the employment of the Board, by way of the Public Employees Retirement System an employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. Compensation shall be paid at a rate of ten dollars (\$10.00) per unused day. To qualify for this benefit, the employee shall submit written notification of the intent to retire to the Chief School Administrator for the district on or before December 1 of the school year previous to the school year of retirement.
8. The Board agrees to a maximum of one (1) hour compensatory time for boiler and building inspection on Saturday, Sunday and holidays from November 1 through March 31 of the contract year. Said compensatory time to be taken within a thirty (30) day period of occurrence. Compensatory time shall not be accumulated from month to month nor shall it be carried from year to year. For performance of above stated inspection mileage shall be paid at a rate of twenty cents (20¢) per mile from home to school and return to home.
9. A custodian having served at least 25 years as a member of the custodial staff of Independence Township, shall, upon notification of intent to retire by way of the New Jersey Public Employees Retirement System, receive a final year additional grant of \$500. Notification of intent to retire shall be in the form of a letter of resignation with the retirement becoming effective on or before the 30th day of June following.

ARTICLE V

Course Reimbursement

The Board shall provide a maximum of \$4000 annually to underwrite the cost of the college tuition (only) for the total teaching staff. Reimbursement shall be paid for those college credits successfully earned at a rate not to exceed the current cost per credit established by Rutgers, The State University, when the initial application is made for approval. It is understood that the allocated funds to be distributed on a "first come-first served" basis. "First come" is to be established by the initial submission of the application for approval. Upon exhaustion of the \$4000 maximum allocation for course reimbursement, the Board's obligation to the IEA will have been satisfied for the contract year.

1. All courses taken must be pertinent to the teaching job currently held by the teacher in hope that the teaching-learning situation in the classroom will be improved.
2. Courses to be taken must have prior written approval of the Administrative Principal for the district.
3. Application for approval of courses must be accompanied by a college catalog containing a complete course description.
4. To be reimbursed, the teacher must present the following:
 - a. College transcript verifying completion of course.
 - b. Official records from the college verifying the amount of tuition paid.
 - c. Evidence of prior approval by the Principal on the proper form provided.
 - d. A grade no less than B or its numerical equivalent.
5. When all evidence of satisfactory course completion (#4) has been submitted to the Principal, he in turn will present the approved teachers voucher to the Board at the next regular meeting. Reimbursement should be made within thirty (30) calendar days from the date of the Board meeting.

Under no circumstances will there be reimbursement for courses taken to acquire the following:

1. A bachelor's degree
2. State certification

ARTICLE VI

Insurance

The Board and the Association agree to the following:

A. Health Insurance

1. The Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the Health Benefits for New Jersey, Public and School Employees, as provided by Hospital Service Plan of New Jersey, Medical Surgical Plan of New Jersey, and the Prudential Insurance Company of America, or its equivalent.
3. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage.

B. Prepaid Prescription Program

1. The Board shall provide a prepaid prescription program on a co-pay basis. It is understood that "co-pay" signifies the employee pays the first dollar (\$1.00) per claim submitted. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the prescription program as provided by the Blue Cross of New Jersey.
3. Provisions and descriptions of the program shall be provided to each teacher. This shall include the conditions and limits of coverage.

C. Dental Plan

1. Employee only

ARTICLE VII

Leave Provisions

- A. Employees shall receive two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours without submitting a reason. Application to the principal for personal leave shall be made at least two (2) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under the Personal Business Section. One additional day will be granted upon submission of a valid reason and with approval of the principal or his designee.
- B. Personal business days are not to be granted immediately preceding and/or following a school vacation. When it is necessary for days to be taken immediately preceding or following a school vacation the reason shall be submitted for approval as soon as possible. The only reasons acceptable will be those that in the judgment of the chief school administrator are legitimate.
- C. Sick leave accumulated at a rate of 10 days per school year for ten (10) month employees; at a rate of twelve (12) days per school year for 12 month employees. Annual unused sick leave shall be accumulated and credited toward the next school year.
- D. An allowance of up to five (5) school days shall be granted for death in the immediate family. Immediate family shall be defined as father, mother, spouse, child, brother, sister, father-in-law, and mother-in-law.
- E. Custodial Staff Holidays and Vacations
 - 1. The following shall be paid holidays for all custodial employees:

Fourth of July	Christmas Day
Labor Day	New Year's Eve (Beginning 12:00 noon)
Thanksgiving Day	New Year's Day
Thanksgiving Friday	Good Friday
Christmas Eve	Memorial Day
(Beginning 1:15 p. m.)	
 - 2. When and if the district's schools are closed during the month of February to celebrate Washington and/or Lincoln's birthdates, employees shall not be required to work and these dates shall be considered paid holidays up to a maximum of two (2) days. In the event that schools are in session on these dates, employees shall be required to work and receive a like number of compensatory days. Such days shall be taken within the contract year and shall provide for adequate custodial coverage.

Article VII (Continued)

3. Employees required to work on any of the above listed holidays shall be compensated at the rate of time and one-half, or the equivalent in compensatory time, such time to be taken within the contract year and to provide for adequate custodial coverage.
4. The following shall be the schedule of earned vacation for full time employees:
 - After completion of one (1) year employment - two (2) weeks
 - After completion of five (5) years employment - three
 - After completion of fifteen (15) years employment - four weeks
5. Vacation of one (1) week duration or more must be submitted to the Board for approval at a Board meeting at least three (3) weeks prior to the vacation.
6. All vacation time must be taken within the school year due and shall be non-accumulative.

ARTICLE VIII

Duty Free Lunch

All teachers shall have a 20 minute duty free lunch period, or time equivalent to that allowed the children they teach, which shall not infringe upon preparation time. However, this shall not negate the Boards right to schedule and assign teachers.

ARTICLE IX

Released Time for Student Activities

- A. The number of specialists employed shall not be reduced during the school year.
- B. The music specialist shall receive one (1) day preparation time prior to Christmas Program, one (1) day preparation time prior to Spring Music Festival and one-half ($\frac{1}{2}$) day preparation time prior to 8th Grade Graduation. The Board will use best efforts to obtain substitute teachers.
- C. The art specialist shall receive one (1) day preparation time prior to Art Program. The art specialist shall be given a minimum of one-half ($\frac{1}{2}$) day to a maximum of one and one-half ($1\frac{1}{2}$) days preparation time, as per administrative approval, to prepare scenery and/or customs (costumes) for school program and plays. The Board will use best efforts to obtain substitute teachers.
- D. Written notification for the above released time provisions as stated in sections B and C shall be submitted to the principal a minimum of one (1) week prior to the event.

ARTICLE X

Promotions and Appointments

A. Promotion and Vacancies:

Vacancies or promotional position shall be posted for a minimum of one (1) week before filled. When school is not in session, the Board shall notify the I.E.A. of said vacancies and promotional positions. At the time of posting, the I.E.A. President shall be notified of said vacancies and promotional positions.

B. Coaching Vacancies:

Coaching vacancies shall be posted for a minimum of one (1) week. If there is more than one (1) applicant for a given position, the Board's Recreation and Athletic Committee, upon interview of the candidates, shall make their recommendation for appointment to the full Board of Education. No employee shall be appointed to more than one (1) coaching position if additional equally qualified applicants are available.

C. Home Instruction:

When a disabled student requires home instruction, the teacher in whose classroom the student is enrolled, shall receive first consideration for the tutoring position. If the teacher (classroom) is not assigned the tutoring, the Board shall notify the teacher of the reason for non-appointment. If the teacher refuses said appointment, he/she shall indicate the reason for refusal.

Reasons for non-appointment on the Board's part and refusal on the teacher's part, shall be in written form.

In the event that the classroom teacher is not appointed after notification as stated above, he or she shall have no recourse.

ARTICLE XI

Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XII

BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of July, 1982, and shall continue in effect until the 30th day of June, 1984.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of this Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

INDEPENDENCE TEACHERS ASSOCIATION

By: Christie Munkley
President

By: Ruth L. Gade
Secretary

9/30/82
Date

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION

By: Charles H. Pickens
President

By: William C. Cook
Secretary

9/30/82
Date